## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

ANA ROSA OLIVELLA RIVERA \* CIVIL NUMBER: 98-2267

Plaintiff

Vs. \*

POPULAR LEASING AND RENTAL INC.;

Banco Popular De PR and Their Unknown \* CREDIT COLLECTION

Insurance Companies Named Herein \* DAMAGES

"Popular Leasing Insurance, Co." and \*

Puerto Rico American Insurance, Co. (PRAICO) \* TRIAL BY JURY REQUESTED

## **VERIFICATION**

I, Ana Rosa Olivella, with social security number 584-68-5914, single, of legal age, resident of San Juan, Puerto Rico, President of Career Staffing Services, Inc., declare under oath the following:

- 1. That the above personnel circumstances are true and correct.
- 2. That I have read the motion in opposition to summary judgment and/or motion to dismiss.
- 3. All the fact stated in said summary judgment and/or motion to dismiss as well as these facts stated in the attached statement of uncontested and contested facts are true and correct.

- 4. Specifically, I will state for the record that during the life of the financial auto loan of the vehicle Nissan Stanza, I was subject to at least four grave incidents regarding incorrect undue and/or fictitious payments and charges which were promoted, abitted and/or executed by Popular Leasing and Rental as fully explain in the statement of contested facts.
- 5. Due to the wrongful reporting of Popular Leasing and Rental and Banco
  Popular of Puerto Rico, I was the victim of numerous credit denials in
  the following banking and financial institution:
  - a) Citibank
  - b) Banco Santander
  - c) Doral Bank
  - d) Scotiabank
  - e) R & G Mortgage
  - f) Island Finance
  - g) Mercedes Benz Credit
  - h) Reliable Finance
  - i) The Associates
  - j) Room to Go
  - k) Sears
  - 1) American Express
- 6. The vehicle was purchase primarily for personal use only; and occassionaly as a business tool as stated in the statement of uncontested facts.
- 7. Notwithstanding, the numerous failure by the Popular Leasing and Rental during the years 1996 and 1997, the most obvious and damaging was the deceit and gross negligence of Popular Leasing and Rental after the November 7,

1997, were it fail to correct its accounts and again on February, March, April and May from 1998, Popular Leasing and Rental again collection ficticious charges through Mr. Guindin in at least two (2) occassions and never executed its promise to correct its credit rating report to the various credits bureaus in Puerto Rico.

8. That I hereby verify under the penalty of perjury that both documents and statements of facts made at the opposition and reply to summary judgment are true and correct to the best of my knowledge so help me God.

In Caguas, Puerto Rico, this March 29, 2006.

Ofa R. Den-ANA ROSA OLIVELLA